

Affinity Events & Rentals LLC - Terms and Conditions

1. Introduction

Welcome to Affinity Events & Rentals LLC. This document, comprising the Terms and Conditions (the "Agreement"), establishes a legally binding contract between Affinity Events & Rentals LLC ("the Company," "we," "us," or "our") and you, the client ("Client," "you," "your"), governing the provision of event rental items and associated services offered by us. By engaging in any rental transaction with the Company, whether through our website, over the phone, in person, or via any other medium, you agree to be fully bound by the stipulations outlined within this Agreement. It is imperative that you read, understand, and consider all provisions contained herein carefully, as they detail your rights, obligations, and limitations regarding your interactions with and utilization of the Company's services and rental items. Your decision to proceed with a rental order or service constitutes your acceptance of these Terms and Conditions in their entirety, to our Privacy Policy, accessible at www.eventsbyaffinity.com and signals your intention to adhere to the guidelines and policies set forth by the Company.

2. Rental Items & Services

The Client acknowledges that Affinity Events & Rentals LLC provides rental items and event services, including planning, custom requests, and setup. Due to the nature of our business, items may exhibit normal wear and tear, variances in dye lots, and, on occasion, substitutions may be necessary. The Client agrees that included services extend to professional installation, setup, and dismantling, performed by our team or third-party companies. By accepting these Terms and Conditions, the client agrees to these provisions and understands that every effort will be made to meet their event needs with the highest quality of service and products available.

3. Discounts

The Company may, at its discretion, offer discounts on its rental items and services. These discounts are governed by specific terms, conditions, and expiration dates, which will be communicated at the time of offering. Clients seeking to utilize these discounts must meet all eligibility requirements and apply the discounts within the designated period. The Company retains the right to alter, rescind, or amend the terms of these discounts at any time without prior notification.

4. Rental Period

The Rental Period is defined as the duration for which the rental items are provided to the Client, commencing on the delivery date, and concluding on the agreed return date as specified in the rental agreement. The Client acknowledges that any extension beyond the specified Rental Period must be pre-approved by the Company and may incur additional charges at the prevailing rate. Failure to return the rental items by the agreed upon date without prior arrangement will result in late return fees, calculated on a daily basis, up to the full replacement cost of the items. It is the responsibility of the Client to ensure that all items are returned in the same condition as received, barring normal wear and tear. The Company reserves the right to inspect the items upon return and assess any damages or losses, which will be charged to the Client accordingly.

5. Price

Prices stated are subject to change and the Client agrees that additional payments will be owed and payable to Affinity Events & Rentals LLC in the event of (i) alterations in specifications, quantities, designs, or delivery schedules or required labor for delivery to specified location(s), (ii) untimely returned or unreturned rented Goods, or rented Goods returned, but in altered or damaged form, and/or (iii) legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, purchasing, selling, or renting the Goods rented or purchased hereunder. The Client hereby agrees that Affinity Events & Rentals LLC may charge any credit or debit card or account provided by client for any such change in price resulting in a balance owed by the Client to Affinity Events & Rentals LLC. No discount will be allowed unless specifically set forth on the face of the Contract. Written quotations will automatically expire thirty (30) days after their issuance unless terminated by Affinity Events & Rentals LLC upon notice to Client. The Company reserves the right to increase the prices of its rental and sales offerings. The timing and amount of any price increase for any rental or sale Goods will be in the sole and exclusive discretion of Affinity Events & Rentals LLC. To the extent that a price increase may effect an unexpired written quotation provided by the Company to Client, Affinity Events & Rentals LLC may in its sole and exclusive discretion honor such quotation or terminate such quotation by notice to you, with or without providing a new quotation to Client.

6. Taxes

Any sales, use, or similar taxes, tariffs, fees, or other levies, taxes, duties, governmental charges, or surcharges now or hereafter imposed under any present or future law in connection with the sale, delivery, use, or rental of the Goods, including without limitation any equipment, accessories, and attachments (including replacements thereof or spare or replacement parts thereof), any installation, repair, maintenance, and instructional services, shall be payable by the Client, and if such taxes or fees are paid or are required to be paid by Affinity Events & Rentals LLC, the amount thereof shall be added to and become part of the price payable by Client hereunder.

7. Payment Terms

The Company requires a 50% down payment in United States dollars of the total order value at the time of order placement to secure the reservation of rental items or services for the Client event. The final balance of the payment is due no later than ten (10) days prior to the commencement of the event. This payment schedule ensures that all necessary preparations and allocations of resources can be made in a timely manner to meet the Client's needs. Failure to complete payment as outlined may result in the cancellation of the reservation at the discretion of the Company.

8. Security Deposit

In addition to the payment terms, a security deposit amounting to 20% of the total order value is required. This deposit is collected as a guarantee against potential damage to the rental items and

is fully refundable upon the return of the items in a condition deemed satisfactory by the Company, which means free from any damages beyond normal wear and tear. The security deposit will be refunded to the Client within a specified period following the event, contingent upon the inspection and condition assessment of the returned items. The Company reserves the right to increase, withhold part or all of the security deposit to cover any damages, replacements with any remaining balance, if applicable, returned to the Client.

9. Methods of Payment

The Company accepts payments via all major credit cards, cash, cheques, and PayPal. For transactions processed online, including those made by cash apps, credit card and PayPal, a service fee of four-percent (4%) applies. This fee covers processing costs associated with these payment methods. Clients are advised to consider this fee when making payment selections to ensure full compliance with our payment terms.

10. No Warranty

Affinity Events & Rentals LLC provides all rental items and services "as is" and without any warranties, express or implied, including no warranty for merchantability or fitness for a particular purpose.

11. Insurance

Affinity Events & Rentals LLC maintains a comprehensive liability insurance coverage of up to \$5 million US dollars. This policy is in place to protect both the Company and our clients against potential liability claims arising from the use of our rental items and services. Clients are encouraged, however, to review their own insurance needs in relation to their event, as this coverage does not extend to third-party liabilities or damages that may occur outside the direct provision of our services and equipment.

12. Cancellation Policy and Order Modifications

Except as otherwise provided herein or in the Contract, orders cannot be terminated, cancelled, or modified, or shipment deferred after acceptance of the Client's order by Affinity Events & Rentals LLC, except with the Company's written consent and subject up to 100% for expenses incurred and work executed by Affinity Events & Rentals LLC. The Client may cancel a confirmed order within five (5) days of its placement, a refund of the deposit will be issued, less any applicable processing fees, provided such cancellation is communicated in writing and received by the Company before 4:00 P.M. EST. on the fifth day following order confirmation. Cancellation requests received after the designated cancellation window has closed will be reviewed on a case-by-case basis and may be subject to a partial refund or applicable fees. Pursuant to the agreement with Affinity Events & Rentals LLC, the Client is hereby informed that cancellations of any confirmed orders made within fifteen (15) days preceding the scheduled event date will incur a liability for the entire cost of the rental. For cancellations specifically concerning tent rentals, notification given within sixty (60) days of the event results in the forfeiture of the initial deposit, thereby terminating the order without further financial obligations. Excluding tents, any modifications to the order or finalization of quantities must be conveyed to the Company no later than thirty (30) days prior to the event. It is important to note that all custom orders or special items are irrevocable and non-refundable once confirmed. For a cancellation or modification to be deemed effective, it must be articulated in writing and receive acknowledgment from Affinity Events & Rentals LLC, ensuring clarity and mutual consent under these Terms and Conditions.

13. Termination of Agreement

This Agreement between the Client and Affinity Events & Rentals LLC may be terminated by either party under specific conditions, including but not limited to, non-compliance, failure to meet payment obligations, or by mutual consent, all of which must be communicated in writing. Termination by the Client is subject to the company's cancellation policy and any associated fees for services rendered or expenses incurred up to the point of notice. Upon termination, the Client must return all rental items per the agreed terms, with any failure to do so resulting in additional charges.

14. Delivery Service, Customer Pick Up & Return

The Client acknowledges their understanding and acceptance of the delivery, inspection upon delivery, pick-up, and return policies, including all associated fees for late returns or adjustments based on event location.

Delivery: Affinity Events & Rentals LLC applies a standard delivery fee to all orders, subject to adjustment based on the event's location. Clients will be informed of any adjustments due to distance or accessibility prior to confirmation. Upon delivery, the Client is responsible for inspecting the rental items for accuracy and condition. Acceptance of delivered items confirms the Client's agreement that they are in satisfactory condition and as per the order specifications.

Pick-Up: Clients opting for direct pick-up must meet a \$50 minimum order requirement and schedule an appointment at least one day before the event. This ensures order readiness and efficiency during collection.

Return: Rental items must be returned to Affinity Events & Rentals LLC by 12:00 PM EST the day after the event. Late returns, after 4:00 P.M. EST, will incur a charge equivalent to a full day's rental fee. This policy is in place to manage inventory and honor subsequent rental agreements.

15. Installation

The inclusion and provision of installation services within the scope of the rental agreement shall be clearly stipulated for each rented item. Where installation is deemed necessary for the optimal use, safety, and functionality of the rented items, such services shall be performed by Affinity Events & Rentals LLC's trained and qualified personnel to ensure adherence to the highest standards of workmanship and regulatory compliance. The rental agreement will detail whether the cost of these installation services is included in the rental price or if additional fees are applicable. The Client agrees to review and accept these terms within the rental agreement, acknowledging their

Affinity Events & Rentals LLC - Terms and Conditions

responsibility for any additional charges incurred for installation services not covered within the initial rental price.

16. Unsafe Conditions and Inclement Weather

Affinity Events & Rentals LLC retains the right to delay, modify, or cancel any installation, event setup, or rental services in response to unsafe conditions or inclement weather to safeguard clients, attendees, and staff. Unsafe Conditions" are deemed to include hazardous environments or access issues, while "Inclement Weather" refers to severe weather events that could pose potential risks. Should such circumstances necessitate the postponement or cancellation of services, the Company commits to collaborating with the Client to identify an alternate date, contingent upon availability. In scenarios where rescheduling is not viable, the Company may offer a refund or account credit to the Client, deducting any non-refundable expenses already borne by the Company in preparation for the event. The determination of what constitutes unsafe conditions or inclement weather, and the decision to modify or cancel services accordingly, resides exclusively with Affinity Events & Rentals LLC. The Client, by entering into this agreement, acknowledges and consents to this policy, agreeing to abide by the Company's assessment and resulting actions concerning service adjustments due to these specified conditions.

17. Damage, Destruction, and Loss

The Client shall assume responsibility for any damage, destruction, or loss of rented items from Affinity Events & Rentals LLC during the rental period, except for normal wear and tear. A Security Deposit, as outlined in Section 8, will be held to offset costs associated with repair or replacement of the items in question. If the Security Deposit is insufficient to cover such costs, the Client is obliged to compensate the balance. The Company must be notified immediately of any incidents resulting in damage, destruction, or loss. This section underscores the Client's obligation to safeguard rented items and outlines the financial responsibilities should items be compromised under their care.

18. Dispute Resolution

Should any disputes arise from or relate to this agreement between the Client and Affinity Events & Rentals LLC, the parties commit to first seeking resolution through mutual negotiation in good faith. Failing resolution through direct discussion within thirty (30) days, the matter shall advance to mediation, employing a neutral third-party mediator mutually agreed upon by both parties. If mediation does not resolve the dispute, it will then be subject to binding arbitration in accordance with the rules of the American Arbitration Association, conducted by a single arbitrator selected by both parties. The arbitration process will take place in Rochester, New York, where Affinity Events & Rentals LLC is based. The arbitrator's decision shall be considered final and binding, and the allocation of arbitration costs, including attorneys' fees, will be determined by the arbitrator. This clause ensures an efficient and cost-effective method for resolving disputes, minimizing the need for court intervention and fostering a continued positive business relationship between Affinity Events & Rentals LLC and the Client.

19. Legal Fees

In the event of a dispute arising from or related to the terms and conditions of this agreement between the Client and Affinity Events & Rentals LLC that necessitates legal action, the prevailing party shall be entitled to recover reasonable legal fees, court costs, and expenses incurred in such action. This provision is intended to ensure that both parties are aware of the potential financial implications of litigation and encourage the amicable resolution of disputes whenever possible. The inclusion of this clause underscores the commitment of both Affinity Events & Rentals LLC and the Client to uphold the terms of this agreement, acknowledging the financial responsibilities associated with defending their respective rights under the law.

20. Indemnification and Hold Harmless

The Client agrees to indemnify, defend, and hold harmless Affinity Events & Rentals LLC, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions, the use or misuse of rental items and services, or any activity related to the Client's account (including negligent or wrongful conduct) by the Client or any other person accessing the service using the Client's account. This indemnification obligation will survive the termination or expiration of this agreement and the rental period. Furthermore, the Client agrees to indemnify Affinity Events & Rentals LLC for any damages, injuries, or claims arising from the Client's failure to comply with applicable laws, regulations, or standards during the use of rented items. It is the responsibility of the Client to ensure that the use of all rented items complies with local laws and safety standards, thereby preventing any legal claims stemming from non-compliance. This section is intended to protect Affinity Events & Rentals LLC against any liabilities or claims that may arise in connection with the services provided, ensuring that the company remains safeguarded against potential legal challenges and financial burdens associated with the Client's actions.

21. Governing Law

This agreement and any disputes arising under or related to the services provided by Affinity Events & Rentals LLC shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. The parties hereby submit to the exclusive jurisdiction and venue of the federal and state courts located in Monroe County, New York, for the resolution of all disputes related to this agreement.

22. Limitation of Liability

Under no circumstances shall Affinity Events & Rentals LLC, its directors, officers, employees, or agents, be liable to the Client or any third party for indirect, incidental, consequential, or punitive damages, including lost profits, lost revenue, or loss of data, arising out of or in connection with the services or rental items provided under this agreement, whether based on contract, tort, or any other legal theory. The maximum liability of Affinity Events & Rentals LLC for any claims arising from this agreement shall be limited to the amount the Client has actually paid to Affinity Events & Rentals

LLC for the services and rental items that are the subject of the claim. This limitation on liability is critical to the agreement between Affinity Events & Rentals LLC and the Client, signifying the agreed distribution of risk between them, consistent with the laws of the State of New York.

23. Waiver

The failure of Affinity Events & Rentals LLC to enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the company in writing. A waiver by Affinity Events & Rentals LLC of any default or breach shall not be deemed a waiver of any subsequent default or breach. This provision ensures that temporary forbearance to enforce an agreement term does not prevent future enforcement of that or any other term, under New York law.

24. Intellectual Property

Intellectual property rights for all original images, trademarks, service marks, logos, designs, and website content associated with the services and rental items provided by Affinity Events & Rentals LLC are owned either by the Company, licensors, our suppliers, or used under fair use principles. These assets are used exclusively for promoting and facilitating our rental items and services. Clients are provided a limited, non-exclusive right to employ such intellectual property in direct connection with the services and items they rent, per the stipulations of this agreement. Unauthorized actions, including reproduction, redistribution, or alteration of any intellectual property without explicit written authorization, are strictly prohibited. In instances of intellectual property rights infringement or unauthorized use, concerned parties are encouraged to contact Affinity Events & Rentals LLC directly to initiate a takedown or discuss a resolution. By consenting to these terms, clients acknowledge their duty to use provided intellectual property lawfully and agree to indemnify Affinity Events & Rentals LLC against any liabilities arising from misuse. This clause is designed to safeguard the intellectual property rights of Affinity Events & Rentals LLC and its suppliers, elucidating the permitted use for our clients and providing a mechanism for addressing potential infringements.

25. General Photo Release

By entering into this agreement, the Client grants Affinity Events & Rentals LLC a perpetual, non-exclusive, royalty-free license to use any photographs or images taken of the rental items and setups at the Client's event, for the purpose of marketing, promotional materials, and other business-related uses. This photo release covers all forms of media, including but not limited to digital and print. The Client confirms that they have the authority to grant such a release and that this use will not infringe on the rights of any third parties. Affinity Events & Rentals LLC commits to using these photographs respectfully and in a manner that positively reflects on all parties involved. Clients who wish to limit or exclude specific images from this release must notify Affinity Events & Rentals LLC in writing prior to the event.

26. Term of Agreement

This agreement becomes effective upon the Client's acceptance of these terms and conditions and shall remain in effect until the completion of the services and the return of all rental items, as specified in the rental agreement. This duration encompasses all phases of service provision by Affinity Events & Rentals LLC, including delivery, use, and return of rented items. The term is designed to ensure both parties are clear on the duration of their obligations and rights under this agreement, as governed by the laws of New York.

27. Amendments

Any amendments or modifications to these terms and conditions must be made in writing and signed by both Affinity Events & Rentals LLC and the Client to be effective. Affinity Events & Rentals LLC reserves the right to update or change these terms at any time, with such changes becoming effective immediately upon posting to the company's website or direct communication to the Client. Clients are encouraged to review the terms periodically to stay informed of their rights and obligations.

28. Force Majeure

Affinity Events & Rentals LLC shall not be held liable for any failure to perform its obligations under this agreement where such failure results from any cause beyond its reasonable control, including but not limited to acts of God, natural disasters, terrorism, wars, labor strikes, or governmental restrictions (collectively referred to as "Force Majeure" events). In the occurrence of a Force Majeure event, the affected party shall notify the other party promptly, detailing the nature of the event and any anticipated delays in performance. Efforts will be made to resume performance as soon as possible once conditions allow. This clause is intended to provide a mutual understanding and agreement that certain unforeseeable and uncontrollable events may temporarily prevent the fulfillment of the contracted services, without penalizing either party for such delays.

29. Contact Us

For any questions, concerns, or clarifications regarding these Terms and Conditions, please contact us at:

Affinity Events & Rentals LLC
Email: info@eventsbyaffinity.com
Phone: 1(585)515-4224

Name: _____

Client Signature: _____

Date: _____